UNITED STATES PATENT AND TRADEMARK OFFICE

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ART UNIT	PAPER NUMBER
3621	

NOTIFICATION DATE	DELIVERY MODE
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Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

Notice of the Office communication was sent electronically on above-indicated "Notification Date" to the following e-mail address(es):

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	Application No.	Applicant(s)
Office Action Summary	10/686,955	SINGER ET AL.
	Examiner	Art Unit	
	TOMAS PRIETO	3621	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.
- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

1) ☒ Responsive to communication(s) filed on *24 March 2010*.
2a) ☐ This action is **FINAL**. 2b) ☒ This action is non-final.
3) ☐ An election was made by the applicant in response to a restriction requirement set forth during the interview on _____; the restriction requirement and election have been incorporated into this action.
4) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

5) ☒ Claim(s) *1-20,39 and 71* is/are pending in the application.
    5a) Of the above claim(s) *39* is/are withdrawn from consideration.
6) ☐ Claim(s) _____ is/are allowed.
7) ☒ Claim(s) *1-20 and 71* is/are rejected.
8) ☐ Claim(s) _____ is/are objected to.
9) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

10) ☐ The specification is objected to by the Examiner.
11) ☒ The drawing(s) filed on *24 February 2010* is/are: a)☒ accepted or b)☐ objected to by the Examiner.
    Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
    Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
12) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

13) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
    a)☐ All b)☐ Some * c)☐ None of:
      1.☐ Certified copies of the priority documents have been received.
      2.☐ Certified copies of the priority documents have been received in Application No. _____.
      3.☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).
    * See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

1) ☒ Notice of References Cited (PTO-892)
2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
3) ☐ Information Disclosure Statement(s) (PTO/SB/08)
    Paper No(s)/Mail Date _____.

4) ☐ Interview Summary (PTO-413)
    Paper No(s)/Mail Date. _____ .
5) ☐ Notice of Informal Patent Application
6) ☐ Other: _____ .

DETAILED ACTION

Acknowledgements

1.   This office action is in response to Applicants' request for continued examination filed

March 24, 2010 ("2010 March RCE").

2.   Claims 1-20, 39 and 71 are pending ("Pending Claims").

3.   Claims 1-20 and 71 are examined ("Examined Claims").

4.   Claim 39 is withdrawn ("Withdrawn Claim").

5.   Claims 21-38 and 40-70 are cancelled ("Cancelled Claims").

6.   This office action is assigned Paper No. 20111107. Paper No. is for reference purposes

only.

Continued Examination Under 37 CFR 1.114

7.   A request for continued examination under 37 CFR 1.114, including the fee set forth in

37 CFR 1.17(e), was filed in this application after final rejection. Since this application is

eligible for continued examination under 37 CFR 1.114, and the fee set forth in 37 CFR 1.17(e)

has been timely paid, the finality of the previous Office action has been withdrawn pursuant to

37 CFR 1.114. Applicants' submission filed on March 24, 2010 has been entered.

Information Disclosure Statement

8.   The Information Disclosure Statements (IDS) filed on 12 January 2010 and 5 January

2010 have not been considered. See Advisory Action mailed March 26, 2010 ("March 2010

Advisory Action").

Claim Rejections - 35 USC § 102

9.   The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the

basis for the rejections under this section made in this Office action:

> A person shall be entitled to a patent unless –
>
> (e) the invention was described in (1) an application for patent, published under section 122(b), by another filed in the United States before the invention by the applicant for patent or (2) a patent granted on an application for patent by another filed in the United States before the invention by the applicant for patent, except that an international application filed under the treaty defined in section 351(a) shall have the effects for purposes of this subsection of an application filed in the United States only if the international application designated the United States and was published under Article 21(2) of such treaty in the English language.

Claims 1-6, 9-15 and 71

10.   Claims 1-6, 9-15 and 71 are rejected under 35 U.S.C. §102(e) as being anticipated by

Chase, et al (US 2003/0187801 A1)("Chase").

11.   As per claim 1, Chase discloses a *method of binding content to a hub network,*

comprising:

      a.   *receiving a request to bind a discrete instance of content* **12p** *to a hub network*

including a single server (user's computing device **14** containing black box **26**) *and one*

or more clients (monitor **147** and printers) *as members of said hub network* (see para

[0147]-[0158], describing the process where DRM system **32** of user's computing device

14 performs the function of a license acquisition request to obtain a license **16** to render

content **12**; see also para [0144]-[0145], where rights description in each license **16**

specifies whether a user has rights to play the digital content **12** based on factors such as

type of device **14** or application **34** and other information such as identification **42** of a

user's computing device **14**; see also para [0186], where as part of the process of

upgrading black box **30** the DRM system **32** provides hardware information unique to

DRM system **32** and/or unique to user's computing device **14**; see also para [0062],

where an instance is a version of digital content **12** that is unique; see also para [0109],

where device **14** can be a television, monitor, dedicated audio device or a dedicated

printer, among other things; see also para [0046], where a personal computer **14** can

include peripherals such as a monitor **147** and a printer),

b.   *wherein said discrete instance* **12p** *includes discrete locked content data* (content

data **12** prior to license **16** validation/acquisition) *and a discrete license* (content ID or

public key **PU-CS**) *associated with the discrete locked content data* **12** (content ID or key

KD or public key **PU-CS**)(see para [0087]-[0091], where digital content package **12p**

includes the encrypted digital content **12,** the content ID [or package ID] of such digital

content **12**, the key ID for decryption key **KD,** key **KD** and the encrypted public key **PU-**

CS signed by content server **22** private key **PR-CS**),

c.   *wherein said discrete content data* **12** *and the discrete license are stored on said*

server **14** (see para [0117], where content **12**, once obtained, is stored where it is

accessible by rendering application **34** of the computing device **14** such as the device's

hard drive),

d.   *wherein the discrete license is not bound to said hub network* (see para [0142],

where, if no valid license **16** is found, DRM system can perform license acquisition

function to obtain valid license; see also para [0144]-[0145], where rights description in

each license **16** specifies whether a user has rights to play the digital content **12** based on

factors such as type of device **14** or application **34** and other information such as

identification **42** of a user's computing device **14**; see also para [0186], where as part of

the process of upgrading black box **30** the DRM system **32** provides hardware

information unique to DRM system **32** and/or unique to user's computing device **14**; see

para [0100], where license server **24** performs the function of receiving a request for a

license **16** from a user's computer device **14** in connection with a piece of digital content

12);

e.   *disabling said discrete instance* (see para [0189]-[0190], where upon finding a

valid license **16** with the rights necessary to render content **12** in the manner sought, the

rendering application **34** renders the application; see also para [0212], where digital

content **12** is tightly bound to the license 16; see also para [0017], where a license is

bound to a specific black box; see para [0186], where a black box **30** is tightly tied to or

associated with the user's computing device **14** and will not render content if transferred

to another computing device **14**);

f.   *enabling a bound instance to bind said discrete locked content data* (content data

12 prior to license **16** validation/acquisition) *to said hub network at the server* **14** *as*

source locked content data (content data **12** after successful license **16**

validation/acquisition)(see para [0212], where digital content **12** is tightly bound to the

license 16; see also para [0017], where a license is bound to a specific black box; see para

[0186], where a black box **30** is tightly tied to or associated with the user's computing

device **14** and will not render content if transferred to another computing device **14**),

g.   *wherein said bound instance includes source locked content data* **12** *and a root license* **16** *associated with the source locked content data* **12** (see para [0212], where digital content **12** is tightly bound to the license **16**; see also para [0017], where a license is bound to a specific black box; see para [0186], where a black box **30** is tightly tied to or associated with the user's computing device **14** and will not render content if transferred to another computing device **14**),

h.   *wherein said source content data* **12** *and said root license* **16** *are stored on said server* **14** (see para [0117], where content **12**, once obtained, is stored where it is accessible by rendering application **34** of the computing device **14** such as the device's hard drive; see also para [0134], where license store **38** stores licenses **16** received by DRM system **32** for corresponding digital content **12**),

i.   *wherein said root license* **16** *is bound to said hub network* (see para [0144]-[0145], where rights description in each license **16** specifies whether a user has rights to play the digital content **12** based on factors such as type of device **14** or application **34** and other information such as identification **42** of a user's computing device **14**; see also para [0186], where as part of the process of upgrading black box **30** the DRM system **32** provides hardware information unique to DRM system **32** and/or unique to user's computing device **14**; see para [0100], where license server **24** performs the function of receiving a request for a license **16** from a user's computer device **14** in connection with a piece of digital content **12**).

12.   As per claim 2, Chase discloses as discussed above. Chase further discloses:

        j.   *receiving said discrete instance* **12** *stored on compliant media* (see para [0116]-[0117], where digital content **12** is acquired via an optical or magnetic disk);

        k.   *wherein compliant media is readable and writable electronic storage media* (see para [0116]-[0117], where digital content **12** is acquired via an optical or magnetic disk).

13.   As per claim 3, Chase discloses as discussed above. Chase further discloses *wherein: said discrete instance* **12p** *has a corresponding discrete license* (content ID or key KD or public key **PU-CS**)(see para [0087]-[0091], where digital content package **12p** includes the encrypted digital content **12,** the content ID [or package ID] of such digital content **12,** the key ID for decryption key **KD,** key **KD** and the encrypted public key **PU-CS** signed by content server **22** private key **PR-CS**).

14.   As per claim 4, Chase discloses as discussed above. Chase further discloses *wherein: disabling said discrete instance includes disabling said discrete license* (obtaining a license ties content to a specific computing device)(see para [0212], where digital content **12** is tightly bound to the license **16**; see also para [0017], where a license is bound to a specific black box; see para [0186], where a black box **30** is tightly tied to or associated with the user's computing device **14** and will not render content if transferred to another computing device **14**).

15.   As per claim 5, Chase discloses as discussed above. Chase further discloses *enabling a bound instance includes creating said root license* **16** *according to said discrete license* (key

KD)(see para [0168], where license **16** is created in part from the license request, the black box

30 public key **PU-BB** and the decryption key **KD** for the digital content **12**).

16.   As per claim 6, Chase discloses as discussed above. Chase further discloses *wherein:*

said server **14** *will decrypt said discrete locked content data* **12** *after disabling said discrete*

instance upon request (see para [0189]-[0190], where, after finding a valid license **16** providing

the user with the rights to render the content **12** as sought, the rendering application **34** calls on

black box **30** to decrypt digital content **12** according to the decryption key).

17.   As per claim 9, Chase discloses as discussed above. Chase further discloses a method

further comprising:

      l.   *creating bound licensing authority data according to discrete licensing authority*

      data (see para [0168], where license **16** is created in part from the license request, the

      black box **30** public key **PU-BB** and the decryption key **KD** for the digital content **12**)*;*

      m.   *wherein said discrete licensing authority data corresponds to said discrete*

      instance **12p** *and said discrete licensing authority data indicates an external server* **24** *is*

      an external licensing authority (see para [0148]-[0149], where digital content **12** is

      packaged with information regarding how to obtain a license **16** [i.e., license acquisition

      information], including internet websites or other site information at which one or more

      appropriate license servers **24** may be accessed and where each such server **24** is in fact

      capable of issuing a license **16** for the digital content)*, said bound licensing authority*

      data corresponds to said source locked content data and said bound licensing authority

data indicates said root license is a local licensing authority and said external server is

an external licensing authority (see para [0148]-[0149], where digital content **12** is

packaged with information regarding how to obtain a license **16** [i.e., license acquisition

information], including internet websites or other site information at which one or more

appropriate license servers **24** may be accessed and where each such server **24** is in fact

capable of issuing a license **16** for the digital content).

18.   As per claim 10, Chase discloses as discussed above. Chase further discloses *wherein:*

n.   *said discrete instance* **12p** *has a corresponding revocation list of one or more*

revoked devices (see para [0159], where license server **24** maintains a list of 'bad' user

computing devices **14** and where the server **24** may refuse to grant any license **16** based

on any such bad user; see also para [0292] and [0296], where a revocation string **60** can

be included in licenses **16** issued by license server **24**),

o.   *where a revoked device* **14** *is a device for which authorization to participate in a*

hub network has been revoked (see para [0159], where license server **24** maintains a list

of 'bad' user computing devices **14** and where the server **24** may refuse to grant any

license **16** based on any such bad user; see also para [0292] and [0296], where a

revocation string **60** can be included in licenses **16** issued by license server **24**).

19.   As per claim 11, Chase discloses as discussed above. Chase further discloses *checking*

whether said server is in said revocation list before disabling said discrete instance and enabling

said bound instance (see para [0159], where license server **24** maintains a list of 'bad' user

computing devices **14** and where the server **24** may refuse to grant any license **16** based on any

such bad user).

20.   As per claim 12, Chase discloses as discussed above. Chase further discloses:

     p.   *updating a server revocation list stored by said server according to said*

revocation list of said discrete instance (see para [0159], where license server **24**

maintains a list of 'bad' user computing devices **14** and where the server **24** may refuse to

grant any license **16** based on any such bad user, where said 'bad' list may be compiled in

any appropriate manner); *and*

     q.   *checking whether said server* **14** *is in said server revocation list before disabling*

said discrete instance and enabling said bound instance (see para [0159], where license

server **24** maintains a list of 'bad' user computing devices **14** and where the server **24**

may refuse to grant any license **16** based on any such bad user).

21.   As per claim 13, Chase discloses as discussed above. Chase further discloses *creating a*

revocation list corresponding to said source instance by creating a copy of said revocation list

corresponding to said discrete instance (see para [0159], where license server **24** maintains a list

of 'bad' user computing devices **14** and where the server **24** may refuse to grant any license **16**

based on any such bad user, where said 'bad' list may be compiled in any appropriate manner).

22.   As per claim 14, Chase discloses as discussed above. Chase further discloses wherein

said server **14** *and said one or more clients are compliant devices* (see para [0124], where DRM

system **32** only decrypts digital content **12** if the user has a valid license **16** for the content **12**

and the right to play the digital content **12** according to the license rules in license **16**; see also

para [0109], where device **14** can be a television, monitor, dedicated audio device or a dedicated

printer, among other things; see also para [0046], where a personal computer **14** can include

peripherals such as a monitor **147** and a printer), *a compliant device* **14** *will not decrypt locked*

content data without a license **16** *that is bound to a hub network of which the compliant device*

14 *is a member* (see para [0124], where DRM system **32** only decrypts digital content **12** if the

user has a valid license **16** for the content **12** and the right to play the digital content **12**

according to the license rules in license **16**).

23.   As per claim 15, Chase discloses as discussed above. Chase further discloses *wherein: a*

compliant device that is not a member of said hub network will only decrypt said discrete locked

content data upon request while said discrete instance is not disabled (see para [0212], where

digital content **12** is tightly bound to the license 16; see also para [0017], where a license is

bound to a specific black box; see para [0186], where a black box **30** is tightly tied to or

associated with the user's computing device **14** and will not render content if transferred to

another computing device 14; see also para [0109], where device **14** can be a television, monitor,

dedicated audio device or a dedicated printer, among other things).

24.   As per claim 71, Chase discloses as discussed above. Chase further discloses wherein:

        r.   *Said discrete instance being independent of any hub network and capable of being*

                played or presented through any compliant device **14** (see para [0124], where DRM

system **32** only decrypts digital content **12** if the user has a valid license **16** for the content **12** and the right to play the digital content **12** according to the license rules in license **16**; see also para [0109], where device **14** can be a television, monitor, dedicated audio device or a dedicated printer, among other things; see also para [0046], where a personal computer **14** can include peripherals such as a monitor **147** and a printer), *the compliant device* **14** *being incapable of making a duplicative copy of the discrete instance* (see para [0124], where DRM system **32** only decrypts digital content **12** if the user has a valid license **16** for the content **12** and the right to play the digital content **12** according to the license rules in license **16**; see also para [0109], where device **14** can be a television, monitor, dedicated audio device or a dedicated printer, among other things; see also para [0046], where a personal computer **14** can include peripherals such as a monitor **147** and a printer);

25.   *Said bound instance can only be played or presented or having copies distributed among zero or more clients in the hub network* (see para [0121], where a render command may be embodied as a request to copy the digital content **12** to another form, and the rendering is performed only if the user has the right to do so; see also para [0143], where DRM system **32** determines whether a found valid license **16** gives the user the right to render the digital content **12** in the manner desired – such as a rights description that may allow the user to render the digital content **12** into a sound, but not into a decrypted digital copy).

Claim Rejections - 35 USC § 103

26.   The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all

obviousness rejections set forth in this Office action:

> (a)   A patent may not be obtained though the invention is not identically disclosed or described as set forth in
> section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are
> such that the subject matter as a whole would have been obvious at the time the invention was made to a person
> having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negatived by the
> manner in which the invention was made.

Alternative Rejection Under 35 U.S.C. §103(a)

27.   Claims 1-6, 9-15 and 71, as understood by Examiner, are *alternatively* rejected under 35

U.S.C. §103(a) as being unpatentable over Chase in view of Peinado (US 2002/0013772 A1).

28.   Chase discloses as discussed above. Also as noted above, it is Examiner's principal

position that claim 1 is anticipated by Chase because a *discrete license* is inherently *not bound to*

said hub network. However if a reviewing body finds that Chase's content ID or content server

public key is *not* inherently unbound from a specific network, Peinado teaches distributing

content packages **12p** via magnetic or optical disks or other storage devices (see para [0070]; see

also para [0078], where the content ID of digital content **12** is included in the digital content

package **12p**).

29.   Therefore, if not inherent, it would have been obvious to one of ordinary skill in the art,

at the time the invention was made, to combine Peinado's program or code distributed via

magnetic or optical disks with Chase's content because a program or code distributed via

magnetic or optical disk cannot be bound to a specific network or machine until the program or

code is installed in the network or machine and the network or machine is identified for binding

purposes.

Claims 7-8 and 16-20

30.   Claims 7-8 and 16-20 are rejected under 35 U.S.C. §103(a) as being unpatentable over

Chase in view of Peinado.

31.   As per claim 7, Chase discloses as discussed above. Chase further discloses wherein *said*

root license indicates said server has root responsibility for said source locked content data.

32.   Peinado teaches *said root license indicates said server* **60** *has root responsibility for said*

source locked content data (see para [0283], where the computer **60** checks the obtained license

16 to determine whether license **16** allows issuance of sub-licenses **16s**).

33.   Therefore, it would have been obvious to one of ordinary skill in the art, at the time of

invention, to add Peinado's sublicenses managed by the computer to Chase's method of digital

content management.

34.   A person having ordinary skill in the art would have been motivated to make this addition

because assigning the control of issuing sub-licenses of content to the local system storing the

rights distribution rules allows for the full use of content under the license restrictions by the user

without having to constantly contact the content distributor for permissions for every instance of

sub-licensing.

35.   As per claim 8, Chase discloses as discussed above. Chase does not specifically disclose

creating a sub-copy locked content data and storing it on a client.

36.   Peinado teaches:

s.   *creating a sub-copy locked content data, which is a copy of said source locked*

content data (see para [0284], where computer **60** creates a sub-license **16s** to transfer to

portable device **62**; see also para [0280]-[0281], where digital content **12** and a sub-

license **16s** are downloaded to a portable device **62**; see also para [0299], where once the

portable device **62** has the content **12** and the sub-license **16s**, the device **62** may render

content **12** if allowed by rights description in the sub-license **16s**)*; and*

t.   *storing said sub-copy locked content data at a client within the hub network* (see

also para [0280]-[0281], where digital content **12** and a sub-license **16s** are downloaded

to a portable device **62**; see also para [0299], where once the portable device **62** has the

content **12** and the sub-license **16s**, the device **62** may render content **12** if allowed by

rights description in the sub-license **16s**).

37.   Therefore, it would have been obvious to one of ordinary skill in the art, at the time of

invention, to add Peinado's downloading of a sub-license and content to a portable device to

Chase's method of digital content management.

38.   A person having ordinary skill in the art would have been motivated to make this addition

because [motivation to combine references](see citation if necessary, where).

39.   As per claim 16, Chase discloses as discussed above. Chase does not specifically disclose

creating a source key by copying a discrete key and *wherein said discrete key is for decrypting*

said discrete locked content data, and said source key is for decrypting said source locked

content data.

40.   Peinado teaches:

u.   *creating a source key by copying a discrete key* (see para [0277]-[0278], where

the computer **60** re-encrypts the content key **KD** used to decrypt content data **12** to send

to portable device **62**);

v.   *wherein said discrete key is for decrypting said discrete locked content data, and*

said source key is for decrypting said source locked content data (see para [0277]-[0278],

where the computer **60** re-encrypts the content key **KD** used to decrypt content data **12** to

send to portable device **62**).

41.   Therefore, it would have been obvious to one of ordinary skill in the art, at the time of

invention, to add Peinado's re-encrypted copy of the content key to Chase's method of digital

content management.

42.   A person having ordinary skill in the art would have been motivated to make this addition

because managing the distribution of necessary access keys on a local level to client devices

eliminates the need for the client devices to obtain access keys or licenses directly from a server,

thereby enabling distribution to client devices without the capacity to connect to a remote source

of data.

43.   As per claim 17, Chase and Peinado disclose as discussed above. Peinado further

discloses wherein *said discrete locked content data is encrypted using a content encryption*

technique (see para [0010], where digital content is encrypted according to a content key **KD**),

said source locked content data is encrypted using said content encryption technique (see para

[0010], where digital content is encrypted according to a content key **KD**), *said discrete key is*

encrypted using a hub network encryption technique that is different from said content

encryption technique (see para [0278], where the content key **KD** is encrypted with the public key **PU-BB-CO** of the black box of the computer **60**), *and said source key is encrypted using said hub network encryption technique* (see para [0278], where content key **KD** to be distributed to portable device **62** is re-encrypted by computer **60** using the black box public key of the portable device **PU-BB-PD**).

44.   As per claim 18, Chase and Peinado disclose as discussed above. Chase further discloses *wherein: said server* **14** *stores a hub network key for decrypting data encrypted using said hub network encryption technique* (see para [0132], where black box **30** of DRM system **32** has a unique public/private key pair **PU-BB,PR-BB** used as part of the process of evaluating license **16** and obtaining a decryption key for content **12**; see also para [0189], where decryption key **KD** as obtained from license **16** is encrypted with black box **30** public key **PU-BB(KD)**, and the black box **30** decrypts such encrypted decryption key with its private key **PR-BB**).

45.   As per claim 19, Chase and Peinado disclose as discussed above. Chase further discloses *wherein: said hub network encryption technique is different from said content encryption technique because said hub network encryption technique uses a different key for encrypting data than the key that said content encryption technique uses for encrypting data* (see para [0202], where digital content **12** is encrypted by key **KD**; see also para [0197], where the decryption key **KD** for the content **12** is encrypted with the black box **30** public key **PU-BB**).

46.   As per claim 20, Chase and Peinado disclose as discussed above. Chase further discloses *wherein: said root license* **16** *is encrypted using said hub network encryption technique* (see para [0189], where decryption key **KD** as obtained from license **16** is encrypted with black box **30** public key **PU-BB(KD)**, and the black box **30** decrypts such encrypted decryption key with its private key **PR-BB).**

Claim Interpretation

47.   Examiner finds that because the Examined Claims recite neither "step for" nor "means for," the examined claims fail Prong (A) as set forth in MPEP §2181 I. Because all examined claims fail Prong (A) as set forth in MPEP §2181 I., Examiner concludes that all examined claims do not invoke 35 U.S.C. §112, 6th paragraph. See also *Ex parte Miyazaki*, 89 USPQ2d 1207, 1215-16 (B.P.A.I. 2008)(precedential).

48.   After careful review of the original specification, Examiner concludes that Applicant has lexicographically defined the following terms:

> w.   ***Bound Instance.*** A bound instance is bound to one hub network. The bound instance is one logical instance represented by locked content data and corresponding licenses stored on the server of the hub network and on zero or more of the clients of the hub network (Specification, pg. 6, ln 19-22).

> x.   ***Content.*** The audio and/or video of an item of media (Specification, pg. 4, ln 21).

> y.   ***Content Data.*** The data representing an item of content (Specification, pg. 4, ln 22-23).

z.   **Discrete Instance.** A discrete instance is independent of any hub network and can be played or presented through any compliant device (according to the license of the discrete instance)(Specification, pg. 6, ln 13-15).

aa.   **Instance.** A logical collection of data including the content data for an item of content (Specification, pg. 4, ln 23-24).

bb.   **License.** The data storing the permissions for using content data (Specification, pg. 4, ln 29-30).

cc.   **Play/Present.** Rendering and displaying the content data of an instance of content or otherwise presenting the content data according to the type of content (e.g., presenting audio and video for a movie or presenting audio for a song)(Specification, pg. 4, ln 25-28).

dd.   **Presenting an Instance.** Rendering and displaying the content data of an instance (Specification, pg. 4, ln 28-29).

49.   The examined claims are therefore construed with these lexicographic definitions. See MPEP §2111.01 IV. Additionally, Examiner is unable to locate any *other* lexicographic definitions in the original specification with the required clarity, deliberateness, and precision. Therefore, except for the terms expressly recited above that have been lexicographically defined, Examiner concludes that Applicant is not his/her own lexicographer for any *other* terms or phrases. See MPEP §2111.01 IV.

Response to Arguments

50.　　Applicants' arguments filed 24 February 2010 ("2010 Feb Remarks") have been

considered but are moot in view of the new ground(s) of rejection.

Conclusion

51.　　The prior art made of record which is considered pertinent to Applicants' disclosure is

listed on the document titled 'Notice of Reference Cited' ("PTO-892") Unless expressly noted

otherwise by the Examiner, all documents listed on the PTO-892 are cited in their entirety.

52.　　Applicants are respectfully reminded that any suggestions or examples of claim language

provided by the Examiner are just that – suggestions or examples – and do not constitute a

formal requirement mandated by the Examiner. To be especially clear, any suggestion or

example provided in this Office Action (or in any future Office Action) does not constitute a

formal requirement mandated by the Examiner.

　　　　ee.　　Should Applicants decide to amend the claims, Applicants are also reminded that

　　　　– like always – no new matter is allowed. The Examiner therefore leaves it up to the

　　　　Applicants to choose the precise claim language of the amendment in order to ensure that

　　　　the amended language complies with 35 U.S.C. § 112, 1st paragraph.

　　　　ff.　　Independent of the requirements under 35 U.S.C. § 112, 1st paragraph, Applicants

　　　　are also respectfully reminded that when amending a particular claim, all claim terms

　　　　must have clear support or antecedent basis in the specification. See 37 C.F.R. §

　　　　1.75(d)(1) and MPEP § 608.01(o). Should Applicants amend the claims such that the

　　　　claim language no longer has clear support or antecedent basis in the specification, an

objection to the specification may result. Therefore, in these situations where the

amended claim language does not have clear support or antecedent basis in the

specification and to prevent a subsequent 'Objection to the Specification' in the next

office action, Applicants are encouraged to either (1) re-evaluate the amendment and

change the claim language so the claims *do* have clear support or antecedent basis or, (2)

amend the specification to ensure that the claim language does have clear support or

antecedent basis. See again, MPEP § 608.01(o)(¶3). Should Applicants choose to amend

the specification, Applicants are reminded that – like always – no new matter is allowed.

See 35 U.S.C. § 132(a). If Applicants have any questions on this matter, Applicants are

encouraged to contact the Examiner via the telephone number listed below.

53.   Any inquiry concerning this communication or earlier communications from the

Examiner should be directed to TOMAS PRIETO whose telephone number is (571) 270-5959.

The Examiner can normally be reached on Monday - Thursday, 8:30am- 5:00pm.

54.   If attempts to reach the Examiner by telephone are unsuccessful, the Examiner's

supervisor, Andrew Fischer can be reached on (571) 272-6779. The fax phone number for the

organization where this application or proceeding is assigned is 571-273-8300.

55.   Information regarding the status of an application may be obtained from the Patent

Application Information Retrieval (PAIR) system. Status information for published applications

may be obtained from either Private PAIR or Public PAIR. Status information for unpublished

applications is available through Private PAIR only. For more information about the PAIR

system, see http://pair-direct.uspto.gov. Should you have questions on access to the Private PAIR

system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would

like assistance from a USPTO Customer Service Representative or access to the automated

information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

/TOMAS PRIETO/
Examiner, Art Unit 3621

/ANDREW J. FISCHER/
Supervisory Patent Examiner, Art Unit 3621